

Army Regulation 715-23
DLAR 8200.5
NAVMATINST 4355.63B
AFR 400-22

Procurement

Performance of Contract Administration Services on Direct Commercial Contracts of Foreign Governments or International Organizations

Headquarters
Departments of the Army, the Defense
Logistics Agency, the Navy, and the Air
Force
Washington, DC
20 October 1983

UNCLASSIFIED

SUMMARY of CHANGE

AR 715-23/DLAR 8200.5/NAVMATINST 4355.63B/AFR 400-22
Performance of Contract Administration Services on Direct Commercial Contracts
of Foreign Governments or International Organizations

Not applicable.

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Effective 20 October 1983

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Performance of Contract Administration Services on Direct Commercial Contracts of Foreign Governments or International Organizations

BY ORDER OF THE DIRECTOR


GEORGE A. WHITE
Colonel, USAF
Staff Director, Administration

History. This publication has been reorganized to make it compatible with the Army electronic publishing database. No content has been changed.

Summary. Not applicable.

Applicability. This regulation is applicable to HQ DLA, the DCASRs, including the DoD Central Control Point (CCP) at DCASR New York, and the Army, Navy, and Air Force. It has been coordinated with and concurred in by the Military Services.

Proponent and exception authority. Not applicable.

Army management control process. Not applicable.

Supplementation. (Supplementation is

permitted by Defense Contract Administration Services Region (DCASR) New York.)

Suggested Improvements. Not applicable.

Distribution. Defense Logistics Agency: 62

Army: A/A, USAR: IAW DA Form 12-9A (Block 570) rqr for AR, International Logistics-D, ARNG-NONE

Navy: (3 copies each unless otherwise indicated): SNDL A2A (ONR only); A4A (25 copies); C4K; E2D (Washington only); FKA1 (5 copies each); FKA3; FKM9; FKM12; FKM13; FKM15; FKP3A; FKP8; FKR2

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DLA-KS, DLA-LR, DLA-LP Army
(DARCOM), Navy (0231B/DWH), Air
Force (AF/PRIP)

Contents (Listed by paragraph and page number)

Purpose and Scope. • I, *page 1*

Definitions. • II, *page 1*

Background. • III, *page 1*

Significant Changes. • IV, *page 1*

Responsibilities. • V, *page 1*

Procedures. • VI, *page 2*

Appendixes

A. Annex A, *page 16*

*This DLAR supersedes DLAR 8200.5/AR 715-23/NAVMATINST 4355.63A/AFR 400-22, 22 May 72, and Changes 1 thru 3.

Contents—Continued

- B.** Annex B, *page 18*
- C.** Annex C, *page 20*
- D.** Annex D, *page 21*
- E.** Annex E, *page 26*

Figure List

- Figure 1: FMS Trust Fund 97–11–X–8242, *page 4*
- Figure 2: Mutual Acceptance of Government Quality Assurance (NATO), *page 6*
- Figure 2: Mutual Acceptance of Government Quality Assurance (NATO)—Continued, *page 7*
- Figure 2: Mutual Acceptance of Government Quality Assurance (NATO)—Continued, *page 8*
- Figure 3: Standardization Agreement, *page 9*
- Figure 4: Record of Amendments, *page 10*
- Figure 4: Record of Amendments—Continued., *page 11*
- Figure 4: Record of Amendments—Continued., *page 12*
- Figure 4: Record of Amendments—Continued., *page 13*
- Figure 4: Record of Amendments—Continued., *page 14*
- Figure 4: Record of Amendments—Continued., *page 15*
- Figure A–1: Request For Quality Assurance, *page 16*
- Figure A–2: Request For Quality Assurance—Continued, *page 17*
- Figure B–1: Certification of Conformity, *page 18*
- Figure B–2: Certification of Conformity—Continued, *page 19*
- Figure C–1: Quality Assurance Advisory Report, *page 20*
- Figure D–1: National Quality Assurance Authorities, *page 21*
- Figure D–2: National Quality Assurance Authorities—Continued, *page 22*
- Figure D–3: National Quality Assurance Authorities—Continued, *page 23*
- Figure D–4: National Quality Assurance Authorities—Continued, *page 24*
- Figure D–5: National Quality Assurance Authorities—Continued, *page 25*
- Figure E–1: Procedural Details Essential to the Utilization of STANAG NO. 4107, *page 26*
- Figure E–2: Procedural Details Essential to the Utilization of STANAG NO. 4107—Continued, *page 27*
- Figure E–3: Procedural Details Essential to the Utilization of STANAG NO. 4107—Continued, *page 28*
- Figure E–4: Procedural Details Essential to the Utilization of STANAG NO. 4107—Continued, *page 29*
- Figure E–5: Procedural Details Essential to the Utilization of STANAG NO. 4107—Continued, *page 30*
- Figure E–6: Procedural Details Essential to the Utilization of STANAG NO. 4107—Continued, *page 31*
- Figure E–7: Procedural Details Essential to the Utilization of STANAG NO. 4107—Continued, *page 32*
- Figure E–8: Procedural Details Essential to the Utilization of STANAG NO. 4107—Continued, *page 32*

I. Purpose and Scope.

a. To implement Defense Acquisition Regulation (DAR), Section 20, Part 5; assign responsibilities; and provide procedures for processing requests for performance of contract administration services (CAS) on direct commercial contracts placed with United States producers by eligible foreign governments or international organizations (hereafter called foreign customer(s)).

b. This regulation is applicable to HQ DLA, the DCASRs, including the DoD Central Control Point (CCP) at DCASR New York, and the Army, Navy, and Air Force. It has been coordinated with and concurred in by the Military Services.

II. Definitions.

a. Accounting and Finance Activity. As used in this regulation, the term refers to the accounting and finance offices of the Military Services or DLA to which performing CAS components will report the hours worked and other authorized special costs incurred in the performance of CAS on direct commercial contracts of foreign customers.

b. Cognizant Contract Administration Services Component. The office is defined in DoD Instruction 4105.59, Department of Defense Plant Cognizance Program, paragraph VC, and listed in DoD 4105.59-H, DoD Directory of Contract Administration Services.

c. Direct Purchase. The purchasing of defense supplies in the United States by a foreign customer or contractor through commercial channels for use by the foreign customer.

d. Eligible Foreign Customers. A current list of eligible foreign customers is in DoD 5105.38-M, Military Assistance and Sales Manual, Part III, Table A-1, which is maintained by the Defense Security Assistance Agency (DSAA).

III. Background.

a. DAR, Section 20, Part 5, assigned to DLA the responsibility for designating a DoDCCP to receive and process requests from foreign customers for the performance of CAS on direct commercial contracts. DCASR New York has been designated as the DoDCCP. The DoDCCP will prepare and manage applicable Foreign Military Sales (FMS) cases for the performance of CAS, including receiving individual requests, acknowledging requests, assigning requests to the cognizant CAS component for performance, collecting cost information, and arranging for reimbursement through the Security Assistance Accounting Center (SAAC), Denver, CO.

b. This regulation does not affect direct acquisitions by the Department of Supply and Services (Canada) or the responsibility of the Military Services for sale of defense articles or services as arranged separately and directly with the Military Services by eligible foreign customers. Acquisitions for which the Military Services agree to provide a foreign customer with financial, technical, or administrative assistance are not considered to be direct commercial sales under the scope of this regulation.

IV. Significant Changes.

This regulation has been revised to change responsibilities and procedures to include preparing and managing FMS cases, estimating CAS by the CAS component, and discontinuing billing foreign customers by the DoDCCP for CAS performance.

V. Responsibilities.

a. HQ DLA

(1) The Chief, Plans and Policies Office, Directorate of Contract Management (DLA-AO) will provide technical direction and guidance to the DoDCCP on preparation of FMS cases, on performance of CAS, and on matters requiring coordination within DoD.

(2) The Chief, Accounting and Finance Division, Office of Comptroller (DLA-CF) will:

(a) Notify the DoDCCP of changes in the reimbursement rate and of those foreign customers for which CAS is to be performed without charge.

(b) Provide technical direction and guidance to DLA activities on the accounting and finance aspects of this regulation.

b. DLA Field Activities

(1) The Commander, DCASR New York will direct the performance of the DoDCCP, prepare and implement FMS cases for performance of CAS by cognizant CAS components, and use DoD 7290.3-M, Foreign Military Sales Financial Management Manual and the Army Customer Order Control System (ACOCS) in managing such FMS cases.

(2) The Commanders, DCASRs will:

(a) Direct the performance of CAS for foreign customers at plants under their cognizance.

(b) Respond to requests for CAS that are transmitted by the DoDCCP and furnish information concerning the requests.

(c) Manage individual requests for CAS using the ACOCS.

c. The Military Services will:

(1) Direct the performance of CAS for foreign customers at plants under their cognizance.

(2) Respond to requests for CAS that are transmitted by the DoDCCP and furnish information concerning the requests.

(3) Manage individual requests for CAS using their respective control procedures.

VI. Procedures.

a. Preparation of DD Form 1513, United States Department of Defense Offer and Acceptance (FMS Case) by the DoDCCP

(1) Upon receipt of a request for an FMS case from a foreign customer, each request will be reviewed to determine its eligibility and validity and be reported to DSAA for inclusion in FMS case data base.

(2) General instructions for preparing DD Form 1513 and related reports are in DoD 5105.38-M, Part III.

(3) DD Forms 1513 will be prepared to establish a blanket order FMS case between the foreign customer and the U.S. Government for performance of CAS at an estimated dollar value against which individual requests would be placed throughout an ordering period. The ordering period may be up to 2 years duration provided the total value of the case does not exceed \$5 million unless an exception is specifically approved by DSAA. The DoDCCP may also prepare a DD Form 1513 to respond to a foreign customer's request for CAS on a specific contract. The DD Form 1513 will contain in block 13, one entry, "Contract Administration Services On Direct Contracts" with the following provision included: (Individual requests for contract administration services are subject to acceptance by the cognizant DoD CAS component responsible for performance.) The value of the DD Form 1513 will be a best estimate of the cost of the CAS to be provided or a specific dollar value stipulated by the foreign customer. The FMS case designators assigned to identify each FMS case (DD Form 1513) will begin with predesignated alpha/numeric characters to avoid conflict with FMS cases originated by other Army and DLA activities. Prior to submitting DD Form 1513 for countersignature, it will be entered into the ACOCS.

(4) The DD Form 1513 in the appropriate number of copies will be forwarded directly to the DSAA Comptroller, The Pentagon, Washington, DC 20301, ATTN: FMS Control Division, for countersignature with a single copy provided to HQ DLA, ATTN: DLA-AO, for information. Countersigned copies of the DD Form 1513 will be returned by DSAA via DLA-AO for release to the foreign customer for acceptance. A record should be maintained of the status of each FMS case as it is processed for acceptance.

(5) Upon acceptance of DD Form 1513 by the foreign customer and receipt of funding authorization from SAAC, the DoDCCP will implement the FMS case by accepting individual foreign customer requests for CAS (DLA Form 929, Request for Contract Administration Services) and use the ACOCS for reporting purposes to manage the FMS case until it is closed out.

(6) The DoDCCP will maintain controls necessary to alert a foreign customer when the value of CAS may exceed the value of the FMS case. The DoDCCP as case manager must continuously evaluate the overall financial and work performance status of the FMS case, and determine that sufficient funds are available to complete work, initiate an increase in the case value or change of the payment schedule, stop accepting new requests for CAS to assure that adequate funds are available to complete individual requests in process, or stop work on specific requests in process as a last resort.

b. Submission of Requests by Foreign Customers

(1) All requests for CAS will be submitted to the DoDCCP. Foreign customers requesting CAS will submit an original and four copies of DLA Form 929 and four copies of the contract in English. This form may be obtained from the DoDCCP.

(2) North Atlantic Treaty Organization (NATO) countries and organizations requesting quality assurance inspection may send an original and four copies of the unnumbered NATO form (Annex A), Request for Quality Assurance³, prescribed by NATO Standardization Agreement, STANAG 4107, Mutual Acceptance of Government Quality Assurance (enclosure). Four copies of the contract in English will also be submitted. When other than quality assurance is desired, the NATO form should be so annotated. In lieu of the unnumbered NATO form, DLA Form 929 may be used as prescribed in subparagraph 1 above.

c. Initial Action on Requests by the DoDCCP

(1) If a request is received pertaining to a foreign classified contract involving material that has been classified by either the United States or the foreign customer, the DoDCCP will immediately notify the Defense Investigative Service cognizant security office so that the requirements of DoD 5220.22-R, Industrial Security Regulation, can be met.

(2) The requests will then be reviewed to assure that all necessary information is included. If necessary information is missing, such as the required number of copies of the request or contract in the English language, adequate description of requested functions, proper description of the supplies, or point of inspection, the foreign customer will be requested to furnish the missing documents or information.

(3) A control number will be assigned to the request. The control number will consist of the identifying symbol (i.e., FCAS), a two-character country or organization code (as specified in DoD 5105.38-M, Part I), an "R" to identify DLA as the FMS case preparer, a three-character FMS case designator, and a series of three numbers for identifying each request from a foreign customer, e.g., FCAS GY R ABC 001. Each request from a foreign customer will be numbered

serially beginning with 001 for the first request received beginning with the implementation of each FMS case and will be used as the FMS subline number in the ACOCS. To assure positive identification of each request, the control number will be placed on all copies of the request and transmittal thereof. In addition, the control number will be marked in red ink on the first page of the contract, purchase order, and other documents pertaining to the request.

(4) The DoDCCP will then transmit two copies of the request and associated documentation to the cognizant CAS component listed in DoD 4105.59–H. An original and two copies of DD Form 1681, Contract Administration Services Request Transmittal, will be used to forward the request.

(5) The purpose of DD Form 1681 is to obtain: acknowledgment that the requested services can be performed; an estimate of the hours of the CAS; and the funding appropriation symbol. Should the foreign customer be eligible for CAS without charge, this waiver will be noted on DD Form 1681. If CAS cannot be performed an explanation is to be provided. The form contains block 5 in which the DoDCCP will note any clarifying information concerning the request. The form contains blocks 9 through 12 to be used by the cognizant CAS component for identifying other CAS components that will be required to perform CAS on subcontracted or purchased supplies.

d. Action on Requests by the Cognizant CAS Component

(1) The first action is to determine whether the requested CAS can be performed. The DD Form 1681 must then be completed including an estimate of the hours of the CAS to be performed and the funding appropriation symbol. The cognizant CAS component must return one copy of DD Form 1681 to the DoDCCP within 20 calendar days from the date shown in block 2, Date Submitted. A copy of the form must also be sent to the accounting and finance activity supporting the cognizant CAS component.

(2) If the service cannot be performed, the reasons must be thoroughly documented on the DD Form 1681. An inadequate procurement data package may be cited as an example of a valid reason for not performing service, whereas the lack of manpower is not normally considered a valid reason.

(3) The cognizant CAS component must immediately notify the DoDCCP of any other CAS components that will be involved in performing CAS for subcontract(s) by completing blocks 9 through 14 and returning the DD Form 1681. The DoDCCP will assign a new FCAS number(s) and issue an additional DD Form 1681 to each additional CAS component. The cognizant CAS component must also furnish the other CAS component(s) a copy of the DD Form 1681 and a copy of the documents pertaining to the request at the same time the DD Form 1681 is returned to the DoDCCP. The other CAS component(s) receiving such delegations must await receipt of a DD Form 1681 or a revised FCAS number through the ACOCS. A completed copy of the additional DD Form 1681 will be returned to the DoDCCP within 20 calendar days from the date in block 17, Date Returned, of the original DD Form 1681. This includes an estimate of hours and funding appropriation symbol. The other CAS component(s) must also send a copy of the additional DD Form 1681 to their accounting and finance activity to notify them of the request. From that point, the other CAS component(s) will perform the requested service and record and report manhours and additional costs in the same manner as prescribed in subparagraph 5 below.

(4) The performance of the CAS by the CAS component may begin upon acknowledgment of DD Form 1681 and continue to completion of the request unless directed to stop by the DoDCCP due to insufficient funds. The terms of the contract and the instructions in the request from the foreign customer (DLA Form 929, where applicable) must be complied with. The terms of STANAG 4107 must also be complied with, where applicable, when the request is from a NATO country or organization. STANAG 4107 requires the preparation and submission of the unnumbered NATO form, Certificate of Conformity (Annex B), or a comparable form, to signify that the supplies conform to contractual requirements. DD Form 250, Material Inspection and Receiving Report, may be used in lieu of the Certificate of Conformity. Instructions for distribution of the Certificate of Conformity will be contained in the unnumbered NATO form, Request for Quality Assurance (Annex A). STANAG 4107 also contains instructions regarding deviations and waivers and the submission of a Quality Assurance Advisory Report (Annex C). Lack of necessary test equipment and consistent failure of the contractor to conform to contractual requirements are examples of the conditions under which the Quality Assurance Advisory Report would be submitted. All such reports will be forwarded via the DoDCCP.

(5) The manhours and additional costs incurred will be reported to the accounting and finance activity of the CAS component that performed the CAS in accordance with respective Military Service and DLA internal reporting procedures. Each supporting accounting and finance activity will report costs incurred and obtain reimbursement as prescribed in subparagraph F below.

e. Acknowledging the Request to the Foreign Customer

(1) The DoDCCP will review the DD Form 1681 returned by the cognizant CAS component. If the form indicates that no other CAS components have been requested to perform CAS on subcontracted or purchased items, the request will be acknowledged immediately to the foreign customer. Block 9 of DLA Form 929 will be completed by the DoDCCP by indicating that the request can be performed and the estimated cost, or that the request cannot be performed and the reason. When quality assurance only is requested by NATO countries or organizations, the “Decision” section of the unnumbered NATO form, Request for Quality Assurance, will be completed indicating an estimate of the cost and returned. Neither block 9 of DLA Form 929 nor the “Decision” section of the unnumbered NATO form, Request for Quality Assurance, are to be completed by the CAS components performing the CAS.

(2) If other CAS components have been requested to perform CAS on subcontracted or purchased supplies, the

DoDCCP will place the DD Form 1681 in suspense until responses are received from the other CAS components. After all of the responses have been received, the DoDCCP will acknowledge the requests as indicated in subparagraph 1 above.

f. Billing and Collecting for CAS Performed

(These procedures do not apply to the Air Force. Air Force offices refer to AFR 177-112 for guidance.)

(1) Upon receipt of the response that the FCAS request can be performed and an estimate of the hours, the accounting and finance activity for each CAS component performing requested services will receive obligational authority (OA) from the DoDCCP through the ACOCS. The amount of OA will be based on the estimated hours submitted on the DD Form 1681 priced out in accordance with the approved Military Service or DLA FMS rate that includes the personnel compensation factor, and the asset use charge in effect at the time and will be adjusted pursuant to rate changes. The DoDCCP will pull the necessary OA as a Direct Cite (DC) and send a Customer Order Transferred In (COTI) document for the FCAS request. The COTI will be the official OA authorization to fund the performance of CAS.

(2) The OA issued will cite the FMS Trust Fund 97-11-X-8242. The complete long line identification for citing and reporting disbursements is as follows:

97-11-X-8242-XX0R 49 XXX XXX SXXXXX

Department	_____	_____	_____	_____	_____	_____	_____	_____
Executive Agency	_____	_____	_____	_____	_____	_____	_____	_____
Fiscal Year	_____	_____	_____	_____	_____	_____	_____	_____
FMS Trust Fund	_____	_____	_____	_____	_____	_____	_____	_____
FMS Country Identifier	_____	_____	_____	_____	_____	_____	_____	_____
Implementing Agency DLA	_____	_____	_____	_____	_____	_____	_____	_____
Operating Agency	_____	_____	_____	_____	_____	_____	_____	_____
FMS Case Designator	_____	_____	_____	_____	_____	_____	_____	_____
FMS Subline Number (FCAS serial number)	_____	_____	_____	_____	_____	_____	_____	_____
Station Number	_____	_____	_____	_____	_____	_____	_____	_____

Figure 1. FMS Trust Fund 97-11-X-8242

(3) When CAS is performed on the FCAS request, a no-check two-sided SF 1080, Voucher for Transfers Between Appropriations and/or Funds, for each country, case, and case subline will be prepared. The SF 1080 will identify the accounting appropriation and amount that financed CAS, the Miscellaneous Receipt Account 97X3041 with appropriate charges, and the Special Defense Acquisition Fund 11X4116 with appropriate charges. The funding appropriation will be the FMS Trust Fund cited in subparagraph 2. The disbursing station will be placed in the Fiscal Station Number (FSN) entry on the long line accounting appropriation for the FMS Trust Fund and processed as billing and collection for self.

(4) When the SF 1080 is prepared, Expenditure Authority (EA) will be obtained using the ACOCS. The Disbursing Officers are authorized to disburse from the FMS Trust Fund only where a corresponding FMS Trust Fund obligation exists. Authority to disburse EA can only be obtained when disbursements are imminent as evidenced by a Disbursing Officer Voucher (DOV) number. EA obtained in a particular accounting period should result in an equal disbursement in the same period. The accounting and finance activity will use the ACOCS F1329 report to reconcile authority to disburse to actual disbursement data.

(5) When EA is issued by the DoDCCP, numbered Expenditure Authority Documents (EADS) will be generated by the ACOCS. With the EADS the accounting and finance activity can process the SF 1080, and enter the disbursement and collections in the official accounting records. If EA is not available or if EA requested exceeds the OA authorized, EA will not be issued. If sufficient EA is not available, the accounting and finance activity will advise the DoDCCP by message through the ACOCS or telephonically. When sufficient OA and EA are not available to the accounting and finance activity of the CAS component because actual costs exceed the estimated costs, the estimated hours of services on the DD Form 1681 submitted to the DoDCCP will be revised within 5 days of the date that it is known such a condition exists. The timeliness of this action cannot be overemphasized as the DoDCCP as case manager must evaluate the overall financial and work status of the FMS case and initiate action as prescribed in subparagraph A6.

(6) Should obligations incurred exceed 10% of the FMS case value and the DoDCCP action to increase the case

value is not taken within 60 days, a fund violation can occur. If it is determined that the violation occurred because an individual failed to report reimbursable hours for CAS performed in a timely manner, that person can be charged with the violation. FCAS delegations will be monitored to assure that reimbursable hours are reported on at least a monthly basis. Their status of completion will be reviewed to determine the adequacy of the estimates reported and to assure that estimates are adjusted as necessary. Revisions in estimates will be reported by message.

(7) When work has been completed on a specific FCAS delegation and EA is being pulled, the FCAS number in the "STOCK NUM" entry in the ACOCS will be augmented with an "F" after the serial number. This will inform the DoDCCP that a specific FCAS delegation is complete and advise the foreign customer that work on a specific request is complete via the Statement of Foreign Military Sales transactions issued by the SAAC on a quarterly basis.

(8) As a result of an EA pull, the ACOCS will automatically create an FMS Detail Billing Report (DD Comp(M)1517 Report) and transmit it to the SAAC where the reports are used to update their country records. After completion of the SAAC update, SAAC will provide the DoDCCP with a Command Pay List to reconcile with the EA pulled by and for the DoDCCP. The DoDCCP FMS case records must be in balance with the SAAC records in order that the FMS case can be closed upon completion of work initiated against the case.

(9) Pricing of direct labor for OA will be in terms of whole hours only. Thirty minutes or more will be considered as 1 hour, and less than 30 minutes will be ignored. However, a minimum of 1 hour of direct labor will be charged for each request.

g. Performance of CAS Without Charge

(1) Requests for CAS may be received from foreign customers which, by DoD reciprocal agreement, are to be performed without charge. The DoDCCP will be provided DoD guidance concerning the reciprocal agreements and CAS functions to be performed without charge. These requests will be numbered, controlled, accepted, and acknowledged to the foreign customer and reported as final when completed. The control number will consist of the identifying symbol (NCFCAS), a two-character country organization code (as specified in DoD 5105.38-M), a series of three numbers for identifying each request from a foreign customer, and two digits to identify the last two numbers of the fiscal year in which the request was received, e.g., NCFCAS-AT-001-83. Each request will be numbered serially beginning with 001 for the first request received beginning each fiscal year. When all requested CAS is performed, the cognizant CAS component will report to the DoDCCP that the request is complete.

(2) The DoDCCP will also mark these requests "No Charge" and maintain records of receipt and completion for 3 years after the year in which completed for purposes of review by either party to the reciprocal agreement.

1 Encl

NATO Standardization Agreement (STANAG) 4107

NATO UNCLASSIFIED

NORTH ATLANTIC TREATY ORGANIZATION
ORGANISATION DU TRAITE DE L'ATLANTIQUE NORD

MILITARY AGENCY FOR STANDARDIZATION (MAS)
BUREAU MILITAIRE DE STANDARDISATION (BMS)

1110 BRUSSELS
TEL : 241.00.40 - 241.44.00 - 241.44.90

Ext. 3672

MAS/23-MMS/4107

1 February 1982

Original English/French translation


To : See Distribution below

Subject : STANAG 4107 (EDITION No. 4) - MUTUAL ACCEPTANCE
OF GOVERNMENT QUALITY ASSURANCE

Reference : MAS(77)66 dated 4 February 1977

Enclosure : STANAG 4107 (Edition No. 4)

1. Enclosed is a copy of a NATO Standardization Agreement which has been ratified by nations as reflected on page iii.
2. The reference listed above should now be destroyed in accordance with local document destruction procedures. AAP-4(W) should be amended to reflect the latest status of the STANAG.
3. AC/250 consider this is an editorial updating of the STANAG; previous ratification references and implementation details are deemed to be valid.


(J.A. DOUCET)
Major-General, CAAR
Chairman, MAS

DISTRIBUTION

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Information : SECDEFNATO (DS DIV), SACEUR, SACLANC, CINCHAN,
CINCNORTH, CINCENT, CINC SOUTH, NAMMA.

Figure 2. Mutual Acceptance of Government Quality Assurance (NATO)

NATO UNCLASSIFIED
NORTH ATLANTIC TREATY ORGANIZATION
ORGANISATION DU TRAITE DE L'ATLANTIQUE NORD

MILITARY AGENCY FOR STANDARDIZATION (MAS)
BUREAU MILITAIRE DE STANDARDISATION (BMS)

1110 BRUSSELS
TEL : 241.00.00 - 241.44.00 - 241.44.90

Ext. 3676

MAS/325-MMS/4107

22 October 1982

To : See distribution overleaf

Subject : STANAG 4107 (EDITION 4)(AMENDMENT 1) -
MUTUAL ACCEPTANCE OF GOVERNMENT QUALITY
ASSURANCE

Reference : MAS/23-MMS/4107 dated 1 February 1982

1. The subject STANAG was promulgated under cover of the reference.
Addressees are requested to amend the STANAG as follows :

- a. Page 5, paragraph 15(b) (English text only)
Replace "usually" by "unusually".
- b. Page C-1 "STATEMENT" block. Read "paragraph 9" vice
"paragraph 8".
- c. Page D-1, CANADA. Replace address by:

National Defence Headquarters
Ottawa, Canada
K1A 0K2
- d. Page E-1, heading of paragraph 4 (French text only)
Read "5(b)" vice "5(c)".
- e. Page iv under FRANCE, charges (English text only)
Replace "14" by "15".
- f. Page v under UNITED KINGDOM (English text only)
Against 15(a) line 2, replace "14" by "15".

2. AAP-4 should be amended to reflect the latest status of the STANAG.

3. AC/250 considers this an editorial amendment to the STANAG;
previous ratifying references and implementation details are deemed
to be valid.

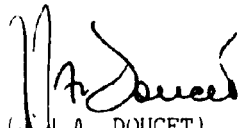

(J.A. DOUCET)
Major-General, CAAR
Chairman, MAS

Figure 2. Mutual Acceptance of Government Quality Assurance (NATO)-Continued

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(for onward transmission to National Authorities)
UK - Director Standardization (STAN 2) MOD, London

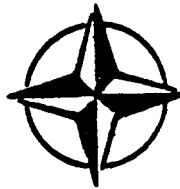
Information : SECGENNATO (DS DIV), SACEUR, SACLANT, CINCHAN,
CINCNORTH, CINCENT, CINCSOUTH, NAMMA

Figure 2. Mutual Acceptance of Government Quality Assurance (NATO)—Continued

NATO U N C L A S S I F I E D

STANAG No. 4107
(Edition No. 4)
NAVY/ARMY/AIR

NORTH ATLANTIC TREATY ORGANIZATION
(NATO)



MILITARY AGENCY FOR STANDARDIZATION
(MAS)

STANDARDIZATION AGREEMENT

SUBJECT: MUTUAL ACCEPTANCE OF GOVERNMENT QUALITY ASSURANCE

Promulgated on 1 February 1982

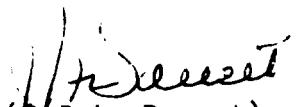

(J.J.A. Doucet)
Major-General, CAAR
Chairman, MAS

Figure 3. Standardization Agreement

RECORD OF AMENDMENTS

Amdt. No.	Reference and date of amendment	Date entered	By whom entered - Signature and Rank	Remarks

EXPLANATORY NOTES

AGREEMENT

1. This NATO Standardization Agreement (STANAG) is promulgated by the Chairman, MAS under the authority vested in him by the NATO Military Committee.
2. No departure may be made from the agreement without consultation with the Defence Support Division, IS, NATO. Nations may propose alterations at any time should they consider that the original has become obsolete or requires improvement. Such proposals should be submitted to the Defence Support Division, IS, NATO, where they are processed in the same manner as the original agreement.
3. Ratifying nations have agreed that national orders, manuals and instructions implementing this STANAG will include a reference to the STANAG number for purposes of identification.

DEFINITIONS

4. Ratification is "The declaration by which a nation formally accepts the content of this Standardization Agreement".
5. Implementation is "The fulfilment by a nation's forces concerned of their obligations under this Standardization Agreement".

RATIFICATION, IMPLEMENTATION AND RESERVATIONS

6. Page iii gives details of the state of ratification and implementation of this agreement by the NATO nations. If no details are shown in the "ratification" and "implementation" columns, it signifies that the nation has not yet notified the Defence Support Division, IS, NATO of its intentions: the appropriate Ministry of Defence is requested to do so as soon as possible.
7. Page iv (and page v, etc. if necessary) gives details of any reservations and proprietary rights that have been stated by nations.
8. If an amendment of substance or a new edition (other than an editorially amended edition) is promulgated, all previous ratification, implementation and reservation/restriction details are deleted from pages iii and iv and the amendment or new edition is processed in the same manner as the original agreement.

Figure 4. Record of Amendments

NATO STANDARDIZATION AGREEMENT
(STANAG)

MUTUAL ACCEPTANCE OF GOVERNMENT QUALITY ASSURANCE

- Annexes: A. Quality Assurance Request Format
B. Certification of Conformity
C. Statement of Unsatisfactory Conditions
D. National Quality Assurance Authorities
E. Procedural Details essential to the Utilization of STANAG 4107

Related Documents: STANAG No. 4108. Allied Quality Assurance Publications.

AIM

1. The aim of this Agreement is to set forth the procedures, terms and conditions under which Mutual Government Quality Assurance of military materiel and services is to be performed by the national authority of one NATO country on request of another NATO country, or a NATO organization.

AGREEMENT

2. Participating nations agree that:
- (a) the appropriate national authority in a manufacturing country will provide in its country upon request by the appropriate national authority in a purchasing country or NATO organization a Government Quality Assurance Service to orders in all areas of defence supply services limited by the reservations listed on the pages iv, v and vi and subject to the conditions and definitions contained in this STANAG.
 - (b) nothing contained in this STANAG shall be construed as a limitation to bilateral or multilateral agreements between NATO countries or between NATO countries and NATO organizations, which further and extend the reciprocal utilization of the services of the national authorities beyond the minima specified in this STANAG.

APPLICATION

3. It is agreed that requests for Government Quality Assurance in the manufacturing country will be restricted to those cases where quality cannot be satisfactorily verified after receipt or when Government Quality Assurance at source is considered essential.

Figure 4. Record of Amendments--Continued.

DEFINITIONS

- 4.
- (a) Government Quality Assurance is the process by which the appropriate national authorities determine and certify that the technical requirements of contracts are met.
 - (b) Suppliers is the manufacturer on whom an order is placed.
 - (c) Purchaser is the NATO organization, NATO Government or company placing an order on a supplier.
 - (d) Order is the contract placed by the organization or Government or the sub-contract arising therefrom placed by a company on a supplier.

PROCEDURE FOR REQUESTING GOVERNMENT QUALITY ASSURANCE

- 5.
- (a) A request for Government Quality Assurance shall be forwarded in sufficient time on the form shown in Annex A by the appropriate national authority in the purchasing country or NATO organization (hereinafter called the Delegator) to the appropriate national authority in the manufacturing country (hereinafter called the Delegatee), a list of which is attached as Annex D.
 - (b) Such a request shall contain all pertinent information including but not limited to, the name and address to which technical communication may be forwarded, special requirements with regard to certificates, etc.
 - (c) Further, the Delegator shall ensure that the Delegatee is supplied with the required number of copies of the orders, applicable specifications, drawings, specific quality requirements and other documents essential to the performance of the requested Government Quality Assurance with translations approved by the contracting parties, if necessary.

ACCEPTANCE OF A REQUEST FOR GOVERNMENT QUALITY ASSURANCE

- 6.
- (a) On receipt of a request for Government Quality Assurance, the Delegatee shall, as the case may be:
 - (1) Accept the request, with or without comments and qualifications, and forward to the Delegator such acceptance in writing, or
 - (2) Transfer the request to another authority in his country, informing the Delegator of the action taken, or

Figure 4. Record of Amendments--Continued.

-
- (3) Inform the Delegator that the Government Quality Assurance cannot be performed, for reasons stated.

The Delegator shall inform the supplier through the Delegatee when decisions 6(a)(1) or 6(a)(2) are taken.

- (b) If an article to be inspected includes a portion or portions outside the competence of the Delegatee Inspectorate, special arrangements will be made for the inspection of such portion or portions.
- (c) The Delegatee will inform the Delegator of any sub-contract placed by the supplier in a third country. The Delegator as advised by the Delegatee will then decide what Government Quality Assurance shall be performed.

CONTRACTUAL PROVISIONS

7.

- (a) The order shall contain an appropriate requirement on the supplier which will enable the Delegatee as the authorized representative of the Delegator to have all necessary access and the right to perform the required Quality Assurance, in accordance with his normal or such special procedure as may otherwise be agreed between the Delegator and Delegatee.
- (b) The order shall define the method to be used for any conversion between national units of measurement, e.g. imperial and metric, which may be required in the course of checking and measuring.
- (c) The order shall provide that the supplier (including his sub-contractors) is responsible for maintaining effective control of the quality of materiel and services in accordance with the requirements of the appropriate AQAP.

PROCEDURE FOR GOVERNMENT QUALITY ASSURANCE

8. Having accepted a request for Government Quality Assurance, the Delegatee shall take appropriate actions in accordance with AQAP-10 or its normal Quality Assurance Procedures to satisfy the request. If required for specific production, the Delegator and Delegatee may mutually establish special requirements for the Government Quality Assurance.

NOTIFICATION OF UNSATISFACTORY CONDITIONS

9. If the Delegatee finds that, at any time during the course of the order, he cannot proceed with his function of Government Quality Assurance because of deficiencies in the suppliers's system (e.g. required supplier testing cannot be performed because of lack of test facilities, test devices are not in a known state of calibration, qualification or other engineering approval is not held, etc.) or product (including parts, materials or processes) and such deficiencies are of major importance or will be a cause of excessive delay, the Delegatee will immediately advise the Delegator of these facts using the form shown at Annex C.

Figure 4. Record of Amendments-Continued.

CERTIFICATION OF CONFORMITY

10. Certification of conformity shall be notified by the Delegatee to the Delegator for each batch, lot or shipment in the manner prescribed in Annex B or in any equivalent format containing the same minimum information.

RELEASE FOR DELIVERY

11. Release for delivery of materiel and equipment whose quality has been assured by the above procedures shall be given in the manner prescribed in the Delegator's initial request. Normally, release for delivery will be simultaneous with the issue of the Certificate of Conformity.

DEVIATIONS AND WAIVERS

12.

- (a) Prime Contracts. Except where otherwise directed by the Delegator, the Delegatee shall be empowered to grant requests by the supplier for waivers unless such waivers will affect safety, reliability, maintainability, interchangeability, storage life, performance, or cost. The Delegator shall be notified of any request granted by the Delegatee.

Those applications for deviations or waivers which are subject to the decisions of the Delegator shall be forwarded by the supplier to the Delegator via the Delegatee.

- (b) Sub-Contracts. Requests for deviations and waivers on sub-contracts which cannot be granted by the Delegatee shall be forwarded by the supplier to the purchaser for action in accordance with the requirements of paragraph 12(a).

DELEGATOR'S PARTICIPATION

13. The Delegator shall have the right to visit the supplier concerned during the course of the performance of the contract/sub-contract. Any such visits shall be arranged through the Delegatee who shall have the right to accompany.

COMMUNICATION

14.

- (a) The Delegator shall ensure that the Delegatee is promptly furnished with any amendments, modifications or changes in the documents originally supplied in accordance with paragraph 5(c) above.
- (b) Any correspondence between the Delegator and the supplier, pertaining to Quality Assurance shall be transmitted through the Delegatee.

Figure 4. Record of Amendments--Continued.

-
- (c) Delegatee and Delegator will consult together on any event of an unexpected character which is likely to affect the quality of materiel or services.

CHARGES

15.

- (a) Unless otherwise mutually agreed, Government Quality Assurance shall be performed without charge to the Delegator. It is agreed that the expenses for material expended in Government Quality Assurances will be borne by the contracting parties.
- (b) In the event of usually heavy costs being incurred appropriate charges may be negotiated between the Delegator and the Delegatee.

LIABILITY

16. The fact that the Delegatee has signed a Certificate of Conformity will not relieve the contractor from the responsibility for furnishing supplies that meet all specifications of the contract. In the event that defects are discovered on or subsequent to delivery of materiel and services, no liability shall be attached to the Delegatee. The Delegatee shall, however, assist the Delegator in the investigation of such defects. The Delegator will provide the Delegatee with full description of the defects with supporting evidence, and if possible, sample of the defective parts.

IMPLEMENTATION OF THE AGREEMENT

17. This STANAG will be considered to have been implemented when orders have been issued to the personnel of the Government Quality Assurance Authority to comply with the provisions of this document.

Figure 4. Record of Amendments--Continued.

Appendix A
Annex A

A-1. Request For Quality Assurance (STANG NO. 4107).

Paragraph not used.

REQUEST FOR QUALITY ASSURANCE DEMANDE D'ASSURANCE DE LA QUALITE Reference: STANG 4107		Serial No. Série No.	
1. Issuing Authority (Delegator) Autorité émettrice (Mandant)		2. Forward to (Delegates) Transmis à (Mandataire)	
QUALITY ASSURANCE IS HEREBY REQUESTED IN ACCORDANCE WITH STANG NO. 4107 FOR ASSURANCE DE LA QUALITE DEMANDEE EN CONFORMITE VEC LE STANG NO. 4107 POUR			
3. Government Contract No. Marché officiel No.		4. Purchaser Acheteur	
5. Order No. Commande No.		6. Supplier (Name and manufacturing location) Fournisseur (Nom et usine de fabrication)	
7. Description and quantity Description et quantité			
8. Special Quality Assurance Requirements (if necessary, attach sheets) Exigences particulières concernant l'assurance de la qualité (joindre une page si nécessaire)			
9. Attached hereto are: Ci-joint : Copies of above order Copies de la commande ci-dessus		10. Special remarks and/or instructions (if necessary, attach sheets) Remarques ou instructions particulières (joindre une page si nécessaire)	
Technical data and quality assurance requirements Les données techniques et les exigences concernant l'assurance de la qualité <input type="checkbox"/> are attached hereto sont jointes <input type="checkbox"/> will be furnished by the supplier/purchaser seront fournies par le fournisseur/l'acheteur		12. Signature (Delegator) 13. Date Signature (Mandant)	
		14. Name and title/position (Block Capitals) Nom, titre et fonction (en capitales d'imprimerie)	

Decision overleaf/
Décision au verso

Figure A-1. Request For Quality Assurance

D E C I S I O N			
<p>15. The requested Government Quality Assurance will be performed by the activity designated in 17 below and all communication on technical subjects should be addressed to that authority.</p> <p><input type="checkbox"/></p> <p>L'assurance officielle de la qualité demandée sera effectuée par le service désigné au 17 ci-dessous, et toute correspondance d'ordre technique doit être adressée à ce service</p>			
<p>16. Above request cannot be accepted due to reasons stated in 17 below</p> <p><input type="checkbox"/></p> <p>La demande d'assurance de la qualité ne peut être acceptée pour les raisons énoncées au 17 ci-dessous</p>			
<p>17. Designated activity or reasons for reservations (or non-acceptance) or notice of transfer of request to another national authority Service désigné ou motifs des réserves ou refus ou avis de transmission de la demande à une autre autorité nationale</p>			
<p>The addressee in 2 above is requested to complete columns 15-20 and return one copy to the issuing authority (re. 1 above)</p> <p>Le destinataire désigné au 2 ci-dessus est prié de compléter les cases 15 à 20 et de retourner un exemplaire à l'autorité émettrice (1 ci-dessus)</p>	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none; vertical-align: top;"> <p>18. Signature (Delegatee) Signature (Mandataire)</p> </td> <td style="width: 50%; border: none; vertical-align: top;"> <p>19. Date</p> </td> </tr> </table> <hr style="border: 1px solid black; margin: 10px 0;"/> <p>20. Name and title/position (Block capitals) Nom, titre et fonction (en capitales d'imprimerie)</p>	<p>18. Signature (Delegatee) Signature (Mandataire)</p>	<p>19. Date</p>
<p>18. Signature (Delegatee) Signature (Mandataire)</p>	<p>19. Date</p>		

Figure A-2. Request For Quality Assurance-Continued

A-2. Title not used.

Paragraph not used.

Appendix B
Annex B

B-1. Certification of Conformity. (STANG NO. 4107).

Paragraph not used.

CERTIFICATE OF CONFORMITY CERTIFICAT DE CONFORMITE					
PAGE 1			No. of pages Nombre de pages		
1. Purchaser Acheteur			2..Order reference and date Référence et date de la commande		
			3. Government Contract No. Marché officiel No.		
4. Mailed to (Delegator) Document transmis à (Mandant)			6.a. Shipped to (Consignee) Matériel expédié à (Destinataire)		
5. From (Supplier) Fournisseur			6.b. Shipment number on order Numéro de l'ordre d'expédition		
			<div style="display: flex; justify-content: space-around;"> Partial Partiel Final Total </div>		
<p>7. Certified that apart from the deviations/waivers noted in Box 16 the whole of the supplies detailed below (or the services described below) conform in all respects to the specification(s), drawing(s) and order relative thereto and that the supplies have been inspected and tested in accordance with the conditions and requirements of the order.</p> <p>Il est certifié que la totalité des fournitures énumérées ci-dessous (ou les services désignés ci-dessous), en dehors des dérogations ou tolérances notées à la case 16, est (sont) conforme(s) en tous points aux spécifications, tracés et à la commande qui s'y rapportent et que les fournitures ont été vérifiées et soumises aux essais conformément aux conditions et exigences de la commande.</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>Date</div> <div>Signature (Supplier) Signature (Fournisseur)</div> <div>Name printed Nom en caractères d'imprimerie</div> </div>					
5.Contract Item No. no. d'ordre dans le marché	9.Stock/Part No. and Name No. d'iden- tification et désignation	10.Quantity Quantité	11.Package No. No. de l'emballage	12.Undelivered balance Reste à livrer	13.Quantity received Quantité reçue

Continue list on separate pages if necessary
Continuer la liste sur des pages séparées
si nécessaire

Government certificate
(See overleaf)
Certificat officiel
(Voir au verso)

Figure B-1. Certification of Conformity

<p>14. Government Quality Assurance Service (Delegatee) Service d'assurance officielle de la qualité (Mandataire)</p>	<p>15. This is to certify that within the provisions of STANAG 4107 the supplies and (or) services identified above have been subject to Government Quality Assurance and are considered to comply with the provisions of the applicable contract.</p> <p>Il est certifié que, selon les dispositions du STANAG 4107, les fournitures ou services définis ci-dessus ont été soumis à l'assurance officielle de la qualité et sont réputés conformes aux spécifications du contrat.</p> <p>Date</p> <p>Signature</p> <p>Name (printed) Nom (en caractères d'imprimerie)</p>
<p>16. REMARKS OBSERVATIONS</p>	

Figure B-2. Certification of Conformity--Continued

B-2. Title not used.

Paragraph not used.

Appendix C
Annex C

C-1. Quality Assurance Advisory Report.

Paragraph not used.

QUALITY ASSURANCE ADVISORY REPORT STATEMENT OF UNSATISFACTORY CONDITIONS RAPPORT DE CONTROLE TECHNIQUE COMPTE RENDU DE DIFFICULTES D'EXECUTION		
To (Delegator) Au (Mandant) Contract number Numéro du contrat Request for Government Quality Assurance Demande d'assurance officielle de la qualité Number Numéro Date	Contract issued by Contrat émis par Supplier fournisseur	
Pertinent contractual provision(s) (identify by article number if possible) Exigences contractuelles (à indiquer par le numéro de l'article si possible)		
STATEMENT With reference to STANAG No. 4107, paragraph 8, the following unsatisfactory condition(s) pertaining to Quality Assurance on the above contract is reported. CONSTAT Par référence au paragraphe 8 du STANAG No. 4107, il est rendu compte ci-dessous des difficultés techniques de fabrication suivantes concernant le contrat susment onné.		
Issue by (Delegatee) Émis par (le mandataire)	I te	Signature, Name and Title Signature, nom et titre

Figure C-1. Quality Assurance Advisory Report

C-2. Title not used.

Paragraph not used.

Appendix D

Annex D

D-1. National Quality Assurance Authorities.

Paragraph not used.

<u>NATIONAL QUALITY ASSURANCE AUTHORITIES</u>		
<u>LISTE DES AUTORITES NATIONALES COMPETENTES EN MATIERE D'ASSURANCE DE LA QUALITE</u>		
(In case of doubt as to which Authority will deal with the request for Government Quality Assurance forward to "pilot" address).		
(En cas de doute sur l'autorité nationale compétente pour la demande d'assurance de la qualité s'adresser à l'adresse "Pilote").		
<u>BELGIUM</u>	<u>ARMY/TERRE</u>	Forces Armées
<u>BELGIQUE</u>	<u>Pilot Address</u>	Service Technique de la Force Terrestre
	<u>Adresse Pilote</u>	Centre de Quality Control et de Réception (STFT/CR)
		Quartier Reine Elisabeth
		Rue d'Evere
		B1140 Bruxelles
	<u>AIR FORCE</u>	Etat-Major de la Force Aérienne
		Service de Contrôle et de Réception Technique (SCRT)
		Quartier Reine Elisabeth
		Rue d'Evere
		B1140 Bruxelles
	<u>NAVY/MER</u>	Etat-Major de la Force Navale
		Sous-Section Technique (ZDT/REC)
		Quartier Reine Elisabeth
		Rue d'Evere
		B1140 Bruxelles
<u>CANADA</u>	<u>ARMY/TERRE</u>	The Chief of the Defence Staff
	<u>AIR FORCE</u>	Canadian Forces Headquarters
	<u>NAVY/MER</u>	Department of National Defence
		Ottawa 4, Ontario
		Attention: Director General
		Quality Assurance
<u>DENMARK</u>	<u>ARMY</u>	Haerens Materielkommando
<u>DANEMARK</u>		Arsenalvej 55
		DK 9800 Hjørring
	<u>NAVY</u>	Søvaernets Materielkommando Holmen
		DK 1433 Copenhagen K
	<u>AIR</u>	Flyvematerielkommandoen
		Postboks 130
		DK 3510 Fly-Vaerløse

Figure D-1. National Quality Assurance Authorities

<u>FRANCE</u>	<u>ARMY/TERRE</u> <u>AIR FORCE</u> <u>NAVY/MER</u>	M. le Directeur du Service de la Surveillance Industrielle de l'Armement (SIAR) 10 rue Sextius Michel 75732 Paris Cedex 15
<u>FEDERAL REPUBLIC OF GERMANY</u> <u>REPUBLIQUE FEDERALE D'ALLEMAGNE</u>	<u>ARMY/TERRE</u> <u>AIR FORCE</u> <u>NAVY/MER</u>	Bundesamt für Wehrtechnik und Beschaffung Abteilung GP Postfach 7360 D-5400 Koblenz
<u>GREECE</u> <u>GRECE</u>		Ministry of National Defence Defence Industry Department Quality Assurance Directorate Holargos Athens
<u>ITALY</u> <u>ITALIE</u>	<u>ARMY/TERRE</u>	<u>TERRARMINUNI</u> Ministero Difesa Direzione Generale delle Armi, delle Munizioni e degli Armamenti Terrestri Palazzo Esercito Via XX Settembre Rome
	<u>NAVY/MER</u>	<u>NAVALCOSTARMI</u> Ministero Difesa Direzione Generale delle Costruzioni delle Armi e degli Armamenti Navali Palazzo Marina Lungotevere delle Navi Rome
	<u>AIR FORCE</u>	<u>COSTARMAEREO</u> Ministero Difesa Direzione Generale delle Costruzioni, delle Armi e degli Armamenti Aeronautici Palazzo Aeronautica Viale Università Rome
	<u>INTERSERVICE</u> Ground Telecommunication Equipment/ Matériel de Télésol Board Equipment excluded/ Equipements de bord exclus	<u>TELECOMDIFE</u> Ministero Difesa Direzione Generale degli Impianti e dei Mezzi per l'Assistenza al Volo per la Difesa Aerea e per la Telecomunicazioni Palazzo Aeronautica Viale Università Rome

Figure D-2. National Quality Assurance Authorities--Continued

<u>ITALY</u> <u>ITALIE</u>	<u>INTERSERVICE</u> Motor Vehicles and relevant materiel/ Véhicules et matériels associés	<u>MOTORDIFE</u> Ministero Difesa Direzione Generale della Motorizzazione e dei Combustibili Via Marsale no. 102 Rome
	<u>INTERSERVICE</u> Infrastructure equipment and installations/ Equipement d'infra- structure et installations	<u>GENIODIFE</u> Ministero Difesa Direzione Generale dei Lavori del D e dei Materiali del Genio Palazzo Marina Lungotevere della Navi Rome
	<u>Pilot Address</u> <u>Adresse Pilote</u>	Ministero della Difesa Ufficio Centrale Allestimenti Militari Via XX Settembre 123 Rome
<u>LUXEMBOURG</u>		Armée luxembourgeoise Direction des Services - Service du Matériel Capellen
<u>NETHERLANDS</u> <u>PAYS-BAS</u>	<u>ARMY/TERRE</u>	Ministry of Defence Quarter Master General Staff Section of Quality Assurance Van der Burchlaan 31 The Hague
	<u>AIR FORCE</u>	Ministry of Defence Directorate of Materiel Air Staff Section of Quality Assurance Prins Clauslaan 8 2595 AJ The Hague
	<u>NAVY/MER</u>	Ministry of Defence Flag Officer Materiel Staff Section of Quality Assurance Koningin Marialaan 17 The Hague
	<u>PILOT ADDRESS</u> <u>ADRESSE PILOTE</u>	Ministry of Defence Directorate General of Materiel Standardization and Quality Assurance Office Kalvermarkt 32 Postbus 20701 2500 The Hague

Figure D-3. National Quality Assurance Authorities--Continued

NORWAY
NORVEGE

Forsvarets felles Materielltjeneste
Oslo Mil/Løren
Oslo 1

PORTUGAL

ARMY/TERRE

Inspecção de Direcção de Serviço de
Material de Ministério do Exercito
Rua Rodrigo da Fonseca 180
1200 Lisboa

AIR FORCE

Inspecção da Direcção de Serviço de
Material da Força Aérea
Rua da Escola Politécnica 42
1200 Lisboa

Direcção do Serviço de Electricidade
e Telecomunicações da Força Aérea
Rua da Escola do Exercito 13
1100 Lisboa

NAVY/MER

Inspecção de construçau Naval
Direcção do Serviço de Material de
Gerra e Tiro Naval
Direcção de Serviço de Electricidade
e Commicacoes
Direcção de Serviço de Maquinae
Direcção de Serviço de Abastecimentos
Ministerio da Marinha
1200 Lisboa

TURKEY
TURQUIE

Disisleri Bakanligi
Atlantik Andlasmasi
Merkez Heyeti Baskanligina
Ankara

UNITED
KINGDOM
ROYAUME-UNI

ALL ITEMS

Director General of Quality Assurance
Defence Quality Assurance Board Executive
First Avenue House
High Holborn
London WC1V 6HE

Figure D-4. National Quality Assurance Authorities-Continued

UNITED STATES
ETATS-UNIS

ARMY/NAVY/AIR
TERRE/MER/AIR(1)

Department of Defense
Central Control Point at Defense Contract
Administration Services Region (DCASR)
60 Hudson Street
New York 10013

NOTE/NOTA

- (1) When a specific agreement exists between a foreign government and a US Military Department for contract administration services on items procured in the US, requests for quality assurance should be routed as directed by the Military Department concerned or by the agreement with the Military Department.
- (1) Lorsqu'un accord particulier a été conclu entre un gouvernement étranger et un Département Militaire des Etats-Unis relatif à des contrats portant sur des services d'administration du marché pour des articles achetés aux Etats-Unis, les demandes d'assurance de la qualité devraient être adressées conformément aux instructions du Département intéressé ou conformément aux indications à ce sujet figurant dans l'Accord en question.

Figure D-5. National Quality Assurance Authorities-Continued

D-2. Title not used.

Paragraph not used.

Appendix E

Annex E

E-1. Procedural Details Essential to the Utilization of STANAG NO. 4107.

Paragraph not used.

PROCEDURAL DETAILS ESSENTIAL TO THE UTILIZATION OF STANAG NO. 4107

Appendix: Reimbursement Agreement Form

INTRODUCTION

1. The purpose of this Annex is to provide the users of STANAG No. 4107 with information, additional to that contained in the body of the STANAG, essential to the arrangement of Government Quality Assurance Services.

Note: The references adjacent to the headings in this Annex refer to relevant paragraphs and annexes of the STANAG.

PRECEDENCE OF PROCEDURES

2. In the event of conflict between the content of this Annex and the procedures contained in bilateral or multilateral agreements existing between NATO countries or between NATO countries and NATO organizations, the content of these latter document shall take precedence.

NUMBER OF COPIES OF THE REQUEST FORM (paragraph 5.a. and Annex A)

3. Five copies of a completed Request for Quality Assurance form (Annex A) are to be forwarded to the Delegatee(1). One of these copies either accepting or refusing the request, will be returned by the Delegatee to the Delegator

TECHNICAL COMMUNICATIONS (paragraph 5.b)

4. If the Delegator desires that technical communication regarding the work be addressed to other than the address given in block 1 of the form, the address to which such communications should be addressed shall be so noted in block 10.

NUMBER OF COPIES OF ORDER (paragraph 5.c)

5. The normal number of copies of the applicable order and changes or amendments thereto, required by nations is as follows:

Belgium	2
Canada	2
Denmark	2
France	4
Germany	2
Greece	4
Italy	4
Netherlands	3

(1) In the case of the US being the Delegatee, the two copies of Reimbursement Agreement Form (see Appendix 1)

Figure E-1. Procedural Details Essential to the Utilization of STANAG NO. 4107

Norway	2
Portugal	3
Turkey	3
United Kingdom	2
United States	4

NUMBER OF COPIES OF TECHNICAL DATA (paragraph 5.c)

6. The normal number of copies of the applicable Delegator's national technical data and changes or amendments thereto which are required by supplier nations is as follows:

Belgium	2
Canada	2
Denmark	2
France	4
Germany	2
Greece	4
Italy	4
Netherlands	3
Norway	2
Portugal	3
Turkey	3
United Kingdom	2
United States	4

If, in lieu of providing separate technical data for use by the Delegatee, data in the possession of the supplier is to be used for quality assurance purposes, then the Delegator is responsible to ensure that a clause appears in the order that stipulates the Delegatee's rights to the access and use of such data.

QUALITY ASSURANCE CLAUSES (paragraph 7)

7. The Delegator will ensure that a quality assurance clause will be included in the order. For the sake of standardization the following NATO Quality Assurance Clause is recommended for insertion in the orders:

"All requirements of this order are subject to Government Quality Assurance to the satisfaction of (insert name of Purchaser's Government Quality Assurance Authority) or its authorized representative with whom arrangements for quality assurance services must be made."

NOTIFICATION OF UNSATISFACTORY CONDITIONS (paragraph 9 and Annex C)

8. The Delegatee shall distribute copies of any Quality Assurance Advisory Reports (Annex C) created as a result of unsatisfactory conditions as follows:

- a. 1 copy to the address of the Delegator (block 1)
- b. 1 copy to the address of the office receiving Technical Communications (if specified in block 10 of the Request for Quality Assurance).

Figure E-2. Procedural Details Essential to the Utilization of STANAG NO. 4107--Continued

CERTIFICATION OF CONFORMITY (paragraph 10 and Annex B)

9. The Delegator is responsible to specify in his Request for Quality Assurance the desired number of copies of the Certificate of Conformity (Annex B) and their distribution. If the distribution of the Certificate of Conformity is to include a copy that accompanies the shipment, the requirement should be stated in the contract or order as well as in the "Request for Quality Assurance" form.

SPECIAL SERVICES

10. Should the Delegator desire the Delegatee's participation in contractual procedures such as applications for Design Changes or Waivers, Certification of Progress Payments, etc., the desired involvement and the Delegatee's rôle should be clearly specified in block 10 of the Request for Quality Assurance.

The Delegatee may refuse to provide such services if he considers them to be outside his normal quality assurance activities.

CHARGES (paragraph 15 and reservations thereto)

11. If a Delegatee requires that the Delegator pay for the services rendered, the Delegatee should include in the acceptance of the Request for Quality Assurance, details or information as to the amount of charges, methods of billing, etc.

URGENCY OF COMMUNICATION (paragraph 14)

12. Delegators and Delegatees are reminded of the need for speedy action when arranging or replying to Requests for Quality Assurance and for any subsequent correspondence.

All communications should be despatched by the most expeditious means practicable. Air mail should be used for all overseas communications.

Figure E-3. Procedural Details Essential to the Utilization of STANAG NO. 4107-Continued

REIMBURSEMENT AGREEMENT		1. DELEGATOR'S REFERENCE OR SERIAL NUMBER
INSTRUCTIONS. Complete this form in duplicate and submit with the NATO "Request for Quality Assurance" document so that DCASR New York can arrange the services		2. REQUEST CONTROL NUMBER (For DCASR New York Use Only)
3. OVERTIME		
AUTHORIZED		NOT AUTHORIZED
4.		
I am duly authorized representative of		
NAME OF GOVERNMENT OR INTERNATIONAL ORGANIZATION		
and hereby authorize performance of the work requested and accept the condition that the United States will charge for services rendered at the standard Department of Defense rate in effect when the work is performed, notwithstanding estimated costs.		
a. TYPED NAME AND TITLE	b. SIGNATURE	c. DATE

Figure E-4. Procedural Details Essential to the Utilization of STANAG NO. 4107-Continued

RATIFICATION AND IMPLEMENTATION DETAILS
REFERENCES DES RATIFICATIONS ET DE MISE EN APPLICATION

NATION	PREVIOUS IMPLEMENTATION MISE EN APPLICATION ANTERIEURE			NATIONAL RATIFICATION REFERENCE DE RATIFICATION NATIONALE	IMPLEMENTATION/ MISE EN APPLICATION					
					FORECAST DATE PREVUE			ACTUAL DATE DATE REELLE		
	NAVY MER	ARMY TERRE	AIR		NAVY MER	ARMY TERRE	AIR	NAVY MER	ARMY TERRE	AIR
BE				No. 186766 dated 9th June 1966				Nov. 1967	Jan. 1968	Nov. 1967
CA				Letter, Canadian Delegation dated 7th June 1966				Aug. 1967	Aug. 1967	Aug. 1967
DA *				Danish Delegation, Letter 250, dated 19th May 1967				Aug. 1967	Aug. 1967	Aug. 1967
FR *				102210 SIAR/CD-1 dated 2nd June 1967				Aug. 1967	Aug. 1967	Aug. 1967
GE				S IV 2-Az, 03-51-35 dated 27th January 1967				Jan. 1968	Jan. 1968	Jan. 1968
GR				1192/F.129/3/D dated 13th March 1967				Jan. 1969	Jan. 1969	Jan. 1969
IT				141/NNC/34756/472227 dated 13th December 1967				Jan. 1968	Jan. 1968	Jan. 1968
LU				No. 241 D.321/3 dated 17th June 1966					Aug. 1967	
NL				No. 8468 dated 7th December 1966				Jan. 1968	Jan. 1968	Aug. 1967
NO				MOD Norway No. 16429/66 dated 2nd September 1966				Aug. 1967	Aug. 1967	Aug. 1967
PO				No. 451/RC Pr. 3468/69 dated 3rd February 1969				Feb. 1969	Feb. 1969	Feb. 1969
TU				GN.P.P.: 2307.4-142 67 MAS 36/68 dated 28th December 1967				Jan. 1968	Jan. 1968	Jan. 1968
UK *				No. 24348 dated 23rd May 1967				Apr. 1968	Apr. 1968	Apr. 1968
US *				NAD-3197-67 dated 12th May 1967				Dec. 1967	Dec. 1967	Dec. 1967

* See reservations overleaf/Voir réserves au verso

Figure E-5. Procedural Details Essential to the Utilization of STANAG NO. 4107-Continued

RESERVATIONS

DENMARK: The requirements in paragraph 7(c) will be considered fulfilled only if STANAG 4108 is forming a part of the order and not being waived by higher ranking documents.

Charges (Paragraph 15)

Denmark will implement STANAG 4107 with paragraph 15(a) reading as follows:

If a country acting as a delegatee to Denmark does not follow the provisions of paragraph (a) of Article 15 that country, when in the position of delegator to Denmark, will have to reimburse Denmark on a reciprocal basis the costs of Government Quality Assurance. Such costs would be determined on the basis of the normal costing procedure followed by the delegatee and will include the cost of those articles or supplies used or consumed in the tests, unless those articles are supplied by the delegator at his own expense.

If the delegator and delegatee countries are engaged in a NATO co-operative project, the eventual payment of quality assurance costs will be determined by the particular arrangements governing participation in the project.

These provisions apply to requests for Government Quality Assurance on or after 1st April, 1975.

FRANCE: Application

When France is the manufacturing country the request for Government Quality Assurance must be submitted in all cases involving armaments equipment under study by the French Armed Forces.

Charges (Paragraph 15)

France will implement STANAG 4107 with paragraph 14 reading as follows:

- a. Any country failing to comply with the provisions of paragraph 15(a) when acting as France's Delegatee shall reimburse to France in compensation the cost of the Government Quality Assurance when acting as France's Delegator. The costs shall be determined in such event in accordance with the Delegatee's normal costing practice and shall include the cost of items or materials used or expended in tests unless such items or materials are provided by the Delegator at his expense.
- b. If the Delegator's and Delegatee's countries are joint participants in a NATO co-operative project, any sums due in respect of quality assurance costs shall be determined in accordance with the individual agreements governing participation in the project.

Figure E-6. Procedural Details Essential to the Utilization of STANAG NO. 4107--Continued

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- c. These provisions apply to requests for Government Quality Assurance made on or after 1st November, 1974.

UNITED KINGDOM: Regarding costs for Government Quality Assurance the United Kingdom will implement STANAG 4107 with paragraph 15 reading as follows:

- 15 (a) If a country acting as a delegatee to the United Kingdom does not follow the provisions of paragraph (a) of Article 14, that country, when in the position of delegator to the United Kingdom, will have to reimburse the United Kingdom on a reciprocal basis the cost of Government Quality Assurance. Such costs would be determined on the basis of the normal costing procedure followed by the delegatee and will include the cost of those articles or supplies used or consumed in the course of the tests, unless those articles are supplied by the delegator at his own expense.
- (b) If the delegator and delegatee countries are engaged in a NATO co-operative project, the eventual payment of quality assurance costs will be determined by the particular arrangements governing participation in the project.

UNITED STATES When STANAG No. 4107 is implemented by Agencies of the United States Department of Defense, the first sentence of paragraph 15(a) will not apply. The United States Government Quality Assurance will be performed without charge only when a written agreement, providing for mutual Quality Assurance services without charge, has been negotiated between the United States and the NATO country requesting the services. In addition, the United States Government Quality Assurance services will be performed without charge pursuant to the NATO Infrastructure Programme when the United States have been a party to a specific applicable agreement providing for these services without charge.

Figure E-7. Procedural Details Essential to the Utilization of STANAG NO. 4107-Continued

PROTECTION OF PROPRIETARY RIGHTS

Any release, for any purpose whatsoever, of technical information included in this STANAG should be accompanied by the following statement:

Proprietary Rights

The NATO and Member Governments assume no responsibility for possible infringements of any inventions, trade marks, copyrights, etc., embodied in the subject matter of this STANAG.

It is the sole responsibility of anyone using the information to acquire any necessary rights.

Figure E-8. Procedural Details Essential to the Utilization of STANAG NO. 4107-Continued

E-2. Title not used.

Paragraph not used.

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